



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Solvay Union Free School District and Solvay School Employees Union, Local 3992, NYSUT, AFL-CIO (2004)**

Employer Name: **Solvay Union Free School District**

Union: **Solvay School Employees Union, NYSUT, AFL-CIO**

Local: **3992**

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **6203**

Unit Size: **145**

Number of Pages: **57**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

Between The

SOLVAY UNION FREE SCHOOL DISTRICT

And the

SOLVAY SCHOOL EMPLOYEE'S UNION

July 1, 2004 through June 30, 2007

RECEIVED

MAR 06 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

Article I	Recognition	1
Article II	Access to Interschool Mail	1
Article III	Building Use	1
Article IV	Bulletin Boards	1
Article V	Distribution of Agreement	1
Article VI	Union Business Lease	1
Article VII	Employment Security	2
Article VIII	Personnel File	3
Article IX	Evaluation Procedure for Civil Service Employees	4
Article X	Evaluation Procedure for Teaching Assistants	5
Article XI	Grievance Procedure	6
Article XII	Negotiation Procedures	9
Article XIII	Payroll Deductions	9
Article XIV	Deduction of Union Dues and Agency Fee	10
Article XV	Promotions/Transfers	11
Article XVI	Seniority for Layoff and Recall	12
Article XVII	Salaries, Working Hours and Emergency Closings	17
Article XVIII	Fringe Benefits and Leaves	28
Article XIX	Insurance	36
Article XX	Retirement Incentive	38
Article XXI	Transportation	38
Article XXII	School Records	40
Article XXIII	Savings Clause	40
Article XXIV	Terms of Agreement	41
APPENDIX 1	Starting Rates	42
APPENDIX 2	Support Staff Performance Review Form	43
APPENDIX 3	Evaluation Form for Teaching Assistants	46
APPENDIX 4	Agreement: Vehicle Maintenance	48
APPENDIX 5	Prorated Vacation Chart for SSEU 12-Month Employee	50
APPENDIX 6	Approval for Nurses Inservice Credit	51
APPENDIX 7	MOA	52

ARTICLE I RECOGNITION

During the period of this agreement, the Board of Education of the Solway Union Free School District recognizes the Solway School Employees' Union, NYSUT, Local 3992, AFL-CIO, as the exclusive bargaining agent for all regularly scheduled employees in the following departments: Transportation, Custodial and Maintenance, Cafeteria, Aides, Teaching Assistants, Clerical and School Nurses.

ARTICLE II ACCESS TO INTERSCHOOL MAIL

The Union shall have access to employee mailboxes for the purpose of Union meeting notices and other valid Union communications. All material placed in employee mailboxes must be dated and signed by the Union President.

ARTICLE III BUILDING USE

Subject to the rules and regulations of the Board of Education, the Union shall have the privilege of using designated school room(s) for meetings. Request for use of school rooms shall be made at least forty eight (48) hours in advance in writing to the Superintendent. The Union shall hold the district save harmless from any costs or charges resulting from such use.

ARTICLE IV BULLETIN BOARDS

The Superintendent shall designate one (1) bulletin board in each school building, the garage, Solway Elementary, and two each, in Solway High and Solway Intermediate, for official Union correspondence. All Union material posted must be dated and signed by the Union President.

ARTICLE V DISTRIBUTION OF AGREEMENT

Each employee shall be given one (1) copy of this agreement within thirty (30) days of its ratification or from the employee's initial date of hire. The Union shall arrange for distribution of a copy to each of the employees. The Superintendent will notify the Union whenever a new person is employed, and will arrange to have a copy given to each new employee. The District will print copies of the new agreement, and will distribute to the Union sufficient copies for each member of the bargaining unit.

ARTICLE VI UNION BUSINESS LEAVE

The District shall provide three (3) union business days per year for the President or his/her designees for conferences and/or meetings.

ARTICLE VII EMPLOYMENT SECURITY

- 7.1. The District agrees that it will not discipline or discharge an employee except for good reason such as, but not limited to:

Endangering the health and safety of any student or employee.

Insubordination

Damaging, destroying, stealing school district property or property in the custody and/or control of the district through willfulness or willful negligence.

Failure to accomplish assigned work in an efficient, satisfactory, acceptable manner.

Fighting on school property.

Intimidating or coercing a fellow employee.

Gambling on school district property.

Using uncivil, vile or obscene language in the presence of students.

Interfering with the educational process in any way.

Entering school district property under the influence of alcoholic beverages or drugs.

Possession of alcoholic beverages or illegal drugs on school property.

Soliciting unauthorized contributions or sales on school property.

The above listing is not necessarily intended to be all inclusive nor to show the relative gravity of the individual reasons.

- 7.2. Disciplinary actions shall be limited to discharge, suspension or written warning. In all such cases the Superintendent will specify in writing the reasons for his action and such action shall be subject to appeal to the Board of Education and then to the grievance procedure. The grievance procedure time lines will commence with the date of the Board decision.
- 7.3. A suspended or discharged employee must notify the superintendent, in writing within five (5) days, of his/her desire to appeal the action taken.

ARTICLE VIII PERSONNEL FILE

- 8.1 Except for pre-employment correspondence, the only record of an employee shall be that employee's personnel file.
- 8.2 An employee shall receive, upon request, a copy of any document which is to be placed in the employee's personnel file, and such shall be noted on the copy. Each employee shall have the right to submit a written answer to any document which is to be placed in the employee's personnel file.
- 8.3 The placement of documents in a bargaining unit member's personnel file will not be subject to the grievance procedure. However, if an employee believes that material, other than performance evaluations, is inaccurate, he or she may request a meeting with the Superintendent and/or the author of the document. The Superintendent will carefully consider the employee's objections. If the employee can substantiate to the satisfaction of the Superintendent, that the material is inaccurate, it will not be placed in that employee's personnel file, or remain in the file if it was previously placed there.
- 8.4 An employee shall be entitled to examine his or her personnel file. Such examinations shall be limited to the District's regular business hours, and in the presence of the Superintendent or his or her designee. The employee is required to sign an acknowledgement that he or she has reviewed the file; if the employee refuses to acknowledge the review, such refusal will be documented. The employee may make photocopies of documents in his or her personnel file. The District reserves the right to charge a per-page copying fee.
- 8.5 Nothing in this clause shall limit the Board of Education's right to review personnel records.

ARTICLE IX
EVALUATION PROCEDURE FOR CIVIL SERVICE EMPLOYEES

- 9.1 This evaluation procedure will apply to all bargaining unit employees whose positions are covered by the Civil Service Law and Rules, that is, all positions except that of Teaching Assistant. Teaching Assistants will be evaluated in accordance with Article IX.
- 9.2 Each probationary employee will be evaluated by his/her building principal or supervisor at least twice during his/her probationary period. The first evaluation will take place during the first half of the probationary period. The second evaluation will take place during the second half of the probationary period.
- 9.3 Each permanent employee will be evaluated by his/her building principal or supervisor at least once each work year. The building principal or supervisor has the authority to consult other administrators as needed, which consultation may include but shall not be limited to observation of the employee's work.
- 9.4 Each evaluation will be in writing on a form provided by the District. Each employee will receive a copy of each evaluation. The evaluator and the employee shall both sign and date the evaluation, within five (5) business days from when the evaluation is conducted. The employee's signature indicates only that s/he has seen the completed evaluation, not that s/he necessarily agrees with its contents.
- 9.5 An employee may have a conference to discuss the evaluation with his/her evaluator upon the employee's request. The evaluator shall also have the right to call such a conference. Any conference so held shall take place within ten (10) business days after the evaluator and employee both sign and date the evaluation. The written evaluation may be modified as a result of this conference.
- 9.6 A bargaining unit member may submit a written response to any evaluation. Said written response shall be attached to the evaluation. Said written response shall be attached to the evaluation and placed in the bargaining unit member's personnel file.
- 9.7 All monitoring and evaluation of the work and performance of bargaining unit members will be conducted objectively and with full knowledge of the bargaining unit member whenever possible. If a bargaining unit member is not informed when an evaluation is being conducted, then the bargaining unit member will be informed within three work days of the evaluation.
- 9.8 Any form used to evaluate a bargaining unit member will be jointly developed by the District and S.S.E.U. The current form is Appendix 2.

ARTICLE X
EVALUATION PROCEDURE FOR TEACHING ASSISTANTS

The main purpose of evaluation is to ensure that the District delivers instruction of high quality.

- 10.1 The probationary term for Teaching Assistants in the Solvay School District shall be as established by law. The expiration date of a probationary period shall be June 30 for any Teaching Assistant whose service begins on September 1. The expiration date of a probationary period for any Teaching Assistant whose service begins on a date other than September 1 shall be the business day before the anniversary date of the first day of service in the District.
- 10.2 Each probationary Teaching Assistant shall be observed by his/her immediate supervisor a minimum of two times each year. The first observation will occur in the first half of the school year, and the final observation will occur in the second half of the school year. Nothing in this section shall prohibit additional observations.
- 10.3 Tenured Teaching Assistants shall be observed at least once each school year.
- 10.4 The District will, when possible, observe the work of any Teaching Assistant working directly with a teacher at the same time the teacher is observed.
- 10.5 All monitoring and evaluation of the work and performance of Teaching Assistants will be conducted objectively and with full knowledge of the Teaching Assistant whenever possible. If a Teaching Assistant is not informed when an evaluation is being conducted, then the Teaching Assistant will be informed within one workday after the evaluation.
- 10.6 Each evaluation will be in writing on a form jointly developed by the District and the Union. The evaluation form currently in use is appended as Appendix 3. Each Teaching Assistant will receive a copy of each evaluation. The evaluator and the Teaching Assistant shall both sign and date the evaluation within five (5) business days from when the evaluation is conducted. The Teaching Assistant's signature indicated only that s/he has seen the completed evaluation, not that s/he necessarily agrees with its contents.
- 10.7 A Teaching Assistant may have a conference to discuss the evaluation with his/her evaluator upon the Teaching Assistant's request. The evaluator shall also have the right to call such a conference. Any conference so held shall take place within ten (10) business days after the evaluator and the Teaching Assistant both sign and date the evaluation. The written evaluation may be modified as a result of this conference.
- 10.8 A Teaching Assistant may submit a written response to any evaluation. Said written response shall be attached to the evaluation. Said written response shall be attached to the evaluation and placed in the Teaching Assistant's personnel file.

Article X Continued

- 10.9 If deficiencies are observed by the evaluator, they will be noted in the evaluation report. The evaluator and the Teaching Assistant will jointly attempt to determine the strategies to be taken to overcome such deficiencies, but it is agreed that the primary responsibility for correction of deficiencies, remains with the Teaching Assistant. The degree of success or failure experienced by the Teaching Assistant as a result of utilizing these strategies shall be part of future evaluation report(s).

ARTICLE XI GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance shall mean any claimed violation of the terms and conditions of employment specifically specified in this agreement.
2. Aggrieved party shall be: Any individual bargaining unit member, a group of such members, or the bargaining unit as a whole. Grievant will be represented by the Union and may be accompanied by a person of the grievant's own choosing.
3. Days shall mean regular working days, Monday through Friday, twelve (12) months per year, excepting legal holidays.
4. Union shall mean the Solvay School Employees' Union.
5. Immediate Supervisor shall mean the building principal, Transportation Supervisor, Cafeteria Manager, Superintendent of Buildings and Grounds, or School Business Administrator.

B. PROCEDURES

1. Informal Stage - The aggrieved party shall present his/her grievance to his/her immediate supervisor, in writing within twenty (20) days after the last occurrence or event giving rise to the grievance. The supervisor shall orally and informally, discuss the grievance with the aggrieved party. The immediate supervisor shall render his/her determination to the aggrieved party within five (5) days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the formal stage.
2. Formal Stage - Within five (5) days after a decision has been made at the preceding step, the aggrieved party may submit a written statement to the Superintendent setting forth the specific nature of the grievance and the facts relating thereto. Within five (5) days of receipt of the aggrieved party's written

Article XI Continued

statement, the Superintendent or his/her designee shall hold an informal hearing at which the aggrieved party and/or his/her representative will appear to present oral and written arguments. Within ten (10) days after the hearing, the Superintendent or his/her designee will answer the grievance in writing.

In the event that the aggrieved party is not satisfied with the disposition of the grievance by the Superintendent, (s)he may, within ten (10) days of the receipt of the decision by the Superintendent, appeal to arbitration.

3. Arbitration - If the grievance remains unresolved after the Superintendent's decision, the Union may submit said grievance, in writing, to the American Arbitration Association, with a copy to the Superintendent. The parties will be governed by the Voluntary Arbitration Rules of the American Arbitration Association.

The selected arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on only that issue submitted for determination. The decision of the arbitrator shall be final and binding upon all parties. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Solvay Board of education and the Solvay School Employees' Union.

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this agreement, nor to render any decision which conflicts with any law, regulation, or directive, nor to imply any obligation which is not specifically set forth in this agreement.

C. BASIC PRINCIPLES

1. All grievances shall include the name and position of the aggrieved party, the identity of the contract provision(s) involved, the day and place where the alleged event(s) or condition(s) contributing to the grievance, existed, the identity of the party responsible for causing said event(s) or condition(s), if known to the grievant, and a general statement of the nature of the grievance and the redress sought.
2. Except for the verbal decision at the informal stage, all decisions shall be rendered in writing and shall be transmitted to both the aggrieved party and the Union.
3. All meetings between the parties, held pursuant to the grievance procedure and all Union preparation of grievance materials, shall be conducted outside the hours of employment.

Article XI Continued

4. If any provision of this grievance procedure or any application thereof to any employee in the unit shall be determined to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications will continue in full force and effect.
5. A grievance shall be deemed waived, and appeal under this procedure shall be barred unless it is submitted at the informal stage within twenty (20) days after the aggrieved party first knew or should have known of the event(s) or condition(s) on which the grievance is based.
6. If a decision, at any stage, is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this procedure shall be barred.
7. Failure by the administration to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated on the final day.
8. The function of this grievance procedure is to assure equitable and proper treatment under the existing agreement. This procedure is not designed to be used for changing language or for establishing new language.
9. The election, by an employee, to submit a grievance under this procedure shall automatically constitute a waiver of all rights to pursue resolution of the issue under all other remedies or forums which might otherwise be available. The election by an employee to seek resolution of a grievable matter under this agreement in another forum, shall automatically constitute a waiver of all rights to pursue resolution of the issue under the grievance procedure contained herein.
10. If a grievance is not submitted in writing to the American Arbitration Association within ten (10) days of receipt of the Superintendent's written decision, it shall be barred and there shall be no right to arbitration.
11. Awards may not be retroactive beyond ten (10) days prior to the date of initial submission of the grievance at the informal stage.
12. Time lines may only be waived by the mutual written agreement between the parties.

ARTICLE XII NEGOTIATIONS PROCEDURES

- 12.1 Each party will be responsible for the size and composition of its team.
- 12.2 Each party will be responsible for its own written record of the negotiating sessions.
- 12.3 Tentative agreements shall be reduced to writing, dated and initialed by the chief negotiators.
- 12.4 There shall not be any public statements during the negotiations process unless mutually agreed upon. Once a Fact-Finders Report has been issued and made public, each party is free to make whatever public statement it feels necessary.
- 12.5 Negotiation sessions shall be held for up to two (2) hours each and may be longer if mutually agreed to do so.

ARTICLE XIII PAYROLL DEDUCTIONS

- 13.1 The District agrees to provide the following payroll deductions for employees:
 - 1. Direct deposit of paychecks in any one of the following:
 - School Employees Federal Credit Union
 - Solvay Bank
 - M&T Bank
 - 2. Payroll Savings
 - 3. Tax sheltered annuities:
 - a. There will be a non-elective contributory deferred compensation plan pursuant to Section 403B of the US Internal Revenue Code. Contributions may be made through payroll deductions to *any* company designated by the employee and approved by the District.
 - b. Employees may change their elections twice in any year, during the months of September and April. One additional change may be made during any month in a year if the employee's circumstances warrant a change.
 - 4. United Way
- 13.2 The District reserves the right to restrict the above if for payroll purposes and computer limitations if it should be deemed necessary.

**ARTICLE XIV
DEDUCTION OF UNION DUES AND AGENCY FEE**

14.1 Payroll Deductions shall be based on the following:

- 14.1.1** Deductions shall be based on the total of all dues and contributions, deducted in twenty (20) equal installments for people on the payroll as of September 1 and prorated on the basis of remaining pay periods for any employee coming on the payroll afterward.
- 14.1.2** The District shall after each payroll date from which dues and agency fee deductions are made, transmit the amount so deducted, in one (1) check to the Treasurer of the Solvay School Employees' Union; or shall transfer the total amount by wire to the bank holding the Union's account. On the day of each transmission the District will send to the Union's Treasurer a report of the names of all contributors and the amounts contributed by each one, together with the bank transfer cover letter.

The Union President shall certify, in writing, the name and address of the current designated Treasurer to the Superintendent of the Solvay School District.

- 14.1.3** The Union shall assume all responsibility for monies received.

14.2 Agency Fee Provision

Effective July 1, 1994, or as soon thereafter as can be implemented, the District, will deduct from the salary of each bargaining unit member who is not a member of the Association, a monthly service fee each month as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge which will be payable and forwarded to the Association will be deducted in accordance with the current dues deduction procedures and will be an amount equal to the Association's regular monthly dues. However, agency fee paying members are entitled (upon written request) to refunds for expenses for activities or causes of a political nature only incidentally related to terms and conditions of employment.

The Association will indemnify the District and hold it harmless from any liability arising from this provision.

ARTICLE XV PROMOTIONS/TRANSFERS

15.1 New Employees

New employees shall receive a notice in writing from the district, setting forth the following:

- a. Job title with brief description
- b. Name of immediate supervisor
- c. Wage rate
- d. Brief description of fringe benefits

15.2 Vacancies

Notices of all full-time openings within the bargaining unit, along with notice of any Civil Service examinations received by the District shall be posted on the bulletin boards with a copy of same to be given to the Union president. Such notices shall be posted for five (5) working days and any interested employee may submit a written application for said opening to the business office. Each position shall be filled, where applicable, in full accordance with the State Civil Service Law and the Rules and Regulations of the Onondaga County Department of Personnel. This section shall in no way limit the right of the school district to consider an applicant for a position who is currently not an employee of the school district.

15.3 Posting and Bidding of Extracurricular Nonteaching Work

Bargaining unit members will be given the opportunity to bid on non-teaching and coaching duties and extra pay assignments which are not taken by faculty members before these positions are opened to non-employees. This section shall not apply to posting for full-time teaching positions.

For compensation for all extra-curricular non-teaching work, see Section 17.9.

ARTICLE XVI
SENIORITY FOR LAYOFF AND RECALL

Seniority for all groups of employees shall be governed by the following general rules:

16.1 Seniority Defined

Seniority shall be defined as the date an employee begins employment with the District and continues that employment with no break in service.

“Breaks in service” are defined by the Onondaga County Civil Service regulations. If there is a break in service, and the employee begins working for the District again, seniority shall begin upon that employee’s most recent date of hire.

Tied Seniority

Ties in seniority will be resolved by one of the following factors in the order listed:

- 1.1 Date of appointment by the Board of Education.
- 1.2 Order of appointment by the Board, if appointments are made at the same meeting.
- 1.3 The last 4 digits of the employee’s Social Security numbers, with the higher of the two being chosen.

16.2 Rules for Specific Job Titles

2.1 Teaching Assistants

Teaching Assistants are employed under the New York State Education Law. Only full-time Teaching Assistants may accrue seniority. “Full-time” shall be defined as a normal workday of six (6) hours or more. Seniority for full-time Teaching Assistants shall begin to accrue as of the Teaching Assistant’s first day of full-time work in that title in the District.

Layoff and recall for Teaching Assistants shall be governed by Sections 2510 and 3013 of the Education Law. Under Section 2510, Teaching Assistants remain on the preferred eligible list for seven (7) years beginning on the effective date of a layoff. Refusal of a recall does not remove the individual’s name from the preferred eligibility list.

Article XVI Continued

2.2 Competitive Class Civil Service Employees

Titles which exist in the Solvay School District and which are included in the competitive class are:

Custodian I, Custodian II
Dispatcher
Typist I, Typist II
Account Clerk II
Clerk I
Stock Clerk I

- 2.2.1 Governing Statute and Rules – Layoff and recall for competitive class employees shall be governed by Section 80 of the Civil Service Law and the Onondaga County Civil Service Rules. “Competitive class employee” shall be defined as one who works 20 hrs or more per week, and any title or position deemed competitive by the Onondaga County Department of Personnel. For the purpose of determining retention rights, the employee’s continuous service in a competitive class position beginning on the effective date of the employee’s original permanent appointment shall govern.
- 2.2.2 Vertical Bumping – An employee laid off from a specific job title to which there is a direct line of promotion may displace the least senior employee in the next lower occupied job title in the District, if the laid-off employee has greater retention rights (seniority) than the employee in the lower title.
- 2.2.3 Retreat – When vertical bumping cannot occur because there is no occupied lower level position in the direct line of promotion, then the displaced employee may retreat to the competitive class position in which he or she last served on a permanent basis. For retreat to occur, the position must be occupied and must be in a lower salary grade. The service of the displacing incumbent must have been satisfactory in the lower position, and the incumbent in the lower position must have less retention rights than the displacing employee.
- 2.2.4 Preferred Eligibility List – Competitive class employees shall remain on the preferred eligible list for four (4) years beginning on the effective date of a layoff. Refusal of a recall removes the individual’s name from the preferred eligibility list.

Article XVI Continued

2.3 Noncompetitive Class and Labor Class Civil Service Employees

Titles included in the noncompetitive class are:

Auto Mechanic
Maintenance Worker 1
School Bus Driver
School Nurse
Cook II
Cook I

Titles included in the labor grade are:

Custodial Worker
Custodial Helper
Mechanic Helper
Laborer II
School Bus Attendant
Food Service Helper II
Food Service Helper I
All Aide titles

16.3 Seniority Lists

Layoffs and recalls shall be implemented as follows:

- 3.1 There shall be two seniority lists maintained by the District: The primary list for full-time employees, and the secondary list for part-time employees. "Full time" shall mean a scheduled workday of seven (7) or more hours per day. "Part time" shall mean any scheduled workday shorter than seven (7) hours.
- 3.2 Any employee who works full time shall be deemed senior to all part-time employees in the same job title and those in any job title lower on the same promotional ladder.
- 3.3 The primary list and the secondary list shall be entirely separate from each other, but each list shall operate according to the following criteria:
 - 3.3.1 By October 1st of each year, the District shall provide the Union a seniority list, which shall show each employee's most recent date of hire, or of entry into continuous employment with the District. Each employee's date of entry into his/her current specific job classification will also be listed.

Article XVI Continued

- 3.3.2 Seniority lists shall be kept by department and by job classifications within each department.
- 3.3.3 "Classification" shall mean a related group of job titles. "Classification seniority" shall mean actual time spent in that assigned classification, beginning with each employee's most recent date of hire or entry into continuous employment with the District. Classification seniority shall be applied for layoff and bumping.
- 3.3.4 "Departmental seniority" shall mean total years of service in a department.

16.4 Layoff

All layoffs shall be by reverse seniority, by date of hire in the District, not by date of hire into a particular department.

- 4.1 If there is a general layoff (such as a 3% decrease in the entire work force) all part-time employees shall be laid off first. If that action does not satisfy the reduction, then full-time employees shall be laid off.
- 4.2 If a reduction in force is required for a specific position or a specific department, part-time employees in the affected department or position shall be laid off first. If a further reduction must occur, then full-time employees in the affected department or position shall be laid off.

16.5 Preferred Eligibility Lists and Recall

- 5.1 After a layoff, an individual shall be placed on a preferred eligibility list for a period of one (1) year. Refusal of a recall removes the individual's name from the preferred eligibility list.
- 5.2 If a vacancy occurs, the District shall fill the vacancy from the preferred eligibility list based on qualifications and abilities. If qualifications and abilities are deemed equal by the District, preferred eligible individuals shall be recalled in seniority order, the most senior being recalled first. If there is only one individual on the preferred eligible list and that individual is qualified for the position, that individual shall be recalled. If the administration does not believe that individual to possess the necessary qualifications or skills for the assignment, the District may seek a replacement from other sources.

Article XVI Continued

16.6 Bumping into a Lower Classification or to a Position with Equal or Fewer Hours

- 6.1 To be eligible to bump, an employee's job must be abolished; and he/she must be in a higher job classification than the job he/she would bump into, more senior than an incumbent in the lower job classification, and have worked in the lower job or be deemed qualified to do so. The following list shows the departments, with job classifications listed under each. A position listed directly under another position can be bumped into from any position above it:

<u>Transportation</u> Auto Mechanic Mechanic Helper Laborer II	<u>Custodial/Maintenance</u> Custodian II Custodian I Custodial Worker Custodial Helper	<u>Custodial/Maintenance</u> Maintenance Worker 1 Custodial Worker Custodial Helper	<u>Stock Clerk 1</u>
---	---	--	----------------------

Bus Driver

Dispatcher

Bus Attendant

Driver-Messenger

<u>Clerical</u> Typist II Typist I Clerk 1	Account Clerk II
---	------------------

<u>Certified Classroom Position</u> Teaching Assistant	<u>Nursing</u> Nurse
---	-------------------------

<u>Aides</u> A.V. Aide General Aide	<u>Aides</u> Clerical Aide General Aide	<u>Aides</u> Library Aide General Aide
---	---	--

<u>Cafeteria</u> Cook Food Service Helper

- 6.2 When it becomes possible to bump into a part-time job in the same title, full-time employees shall be deemed senior to all part-time employees in that job title.
- 6.3 No guarantee is made that any employee exercising bumping rights will be assigned to a specific position in a specific location.

Article XVI Continued

- 16.7 It is not the intention of the parties to circumvent the requirements of the County Civil Service Commission or New York State Education Law.
- 16.8 If the District re-creates any position which was in the S.S.E.U. bargaining unit before being abolished, the parties agree that such position will be returned to the bargaining unit.

ARTICLE XVII SALARIES, WORKING HOURS AND EMERGENCY CLOSINGS

17.1 Starting Rates

The starting rates for each job classification are found in Appendix 1.

No newly hired employee shall be paid less than the negotiated starting rate for his/her job title, as set out in Appendix One.

17.2 Permanent Changes

- 17.2.1 If an individual moves into a different job title, either from a lower to a higher paying job or to a job with pay equal to his/her old job, (s)he is entitled to either his/her present rate or the starting salary of the new grade if that rate is higher.
- 17.2.2 The District is committed to the general philosophy of paying employees a higher salary for advancing to a permanent position requiring additional duties and responsibilities. In the unusual circumstance that an employee is advanced to a permanent position requiring additional duties and responsibilities over and above his/her previous position, and the starting pay rate for that new position is less than (s)he is earning in his/her present position, then the new pay rate will be determined by the Superintendent or his/her designee. However, in no event will the new rate be below or equal to the employee's previous rate of pay.
- 17.2.3 If an individual requests to move from a higher paying job title to a lower paying job title, the individual and the District will agree to the new rate of pay before the transfer is made.

17.3 Internal Substitution

17.3.1 Teaching Assistants Who Substitute for Teachers

A Teaching Assistant who substitutes for a Teacher will be paid his/her normal per diem rate plus \$16.00 for a full day or \$8.00 for a half day. A half day shall consist of three (3) hours. There will be no extra compensation for substituting for less than one-half of one day.

Article XVII Continued

17.3.2 Cafeteria Employees

A regular cafeteria employee replacing a Cook will be paid one dollar (\$1.00) more than his/her regular rate of pay during the period of replacement (See Appendix 7).

17.3.3 All Other Substitutions

An employee other than Teaching Assistants and Cafeteria Employees, who substitutes for five (5) consecutive days or longer in a higher-paid position will be paid the starting rate of the position in which he/she substitutes, if that rate is higher than the substituting employee's normal rate of pay. Substitute pay will be retroactive to the first day of substitution.

17.4 General Rules for Implementing Salary Increases

17.4.1 Negotiated raises are to go into effect as follows:

2004-05 Unit members shall receive a retroactive check for the first portion of the year in one separate check within 30 to 60 days upon ratification of this agreement. The 2004-05 rates shall be paid commencing on March 14, 2005.

2005-06 and 2006-07: Raises shall go into effect as of July 1, or the employee's first day of work after that date.

17.4.2 All employees with less than one full year of service will receive a salary increase on July 1 (12 month employees) or their first day of work in the new fiscal year (10-month employees). Employees hired at the starting rate will receive the new starting rate if that rate increases during the employee's first year of work. Employees hired at a rate other than the starting rate, and those who are promoted, will, at the beginning of the new fiscal or work year, receive the across-the-board increase which applies to their rate of pay.

17.4.3 No employee will be paid less than the starting rate for his/her job title, as set out in Appendix One.

17.5 Salary Increases

Across-the-board salaries for continuing employees will increase by the following percentages:

2004-2005 – 3.5%

2005-2006 – 3.5%

2006-2007 – 3.5%

Article XVII Continued

The parties agree that all equity adjustments will be added to the previous year's salaries before the across the board increase, if any, is applied.

17.6 Work Week and Work Year

All Superintendent's Conference Days shall be a regularly scheduled day for teaching assistants. By setting forth normal work hours, no guarantee of any minimum workday or work week is to be implied.

Full-time work weeks are normally as follows:

6.1 Twelve-month custodial and maintenance employees, dispatcher, stock clerk 1, and laborers:

The work year shall be 260 days, including paid vacations and the 12 paid holidays set out in Article XVIII, Section 18.11 and 18.13.

Custodian I, Custodian II, Maintenance Worker 1, and Stock Clerk 1:

Forty (40) hours per week. Time and one half for overtime over 40 hours per week.

Custodial Worker: 20, 35, or 40 hours per week (4, 7 or 8 hours per day).
Time and one half for overtime over 40 hours per week.

Custodial Helper: 4 hours per day, 20 hours per week.

Dispatcher:

Forty (40) hours per week. Time and one half for overtime over 40 hours per week.

Laborer:

Laborers work 40 hours or less per week in the summer.

6.2 Ten-month employees:

For the following job titles, the work year shall be the school year for the students plus the 10 paid holidays set out in Article XVIII, Section 18.11. Any days worked in addition to this work year shall be compensated at the applicable per diem rate.

Cook: 6 hours or more per day, 5 days per week.

Food Service Helper: Hours vary

Nurse: 7 hours or more per day, 5 days per week.

Aide: 6 hours or more per day, 5 days per week.

Bus Driver: 4 hours or more per day, 5 days per week.

Article XVII Continued

Bus Attendant: 4 hours or more per day, 5 days per week.
Custodial Helper: 4 hours per day, 5 days per week.

6.3 Clerical employees:

3.1 Twelve-month employees:

Workday: 7 ¼ hours paid, including a ¼ hour coffee break
Lunch: ¾-hour, not included in paid workday

Work year: 240 days per year as follows:

200 days (September 1 through June 30), including holidays and excluding additional days when schools are in recess, plus 40 days (July 1 through August 31) including the July 4th holiday (the 4th is included in the count of 40 days but is a paid holiday). Work days during school recesses between September 1 and June 30 are beyond the 240-day work year and are compensated at the employee's per diem rate. (See "Office Coverage During Recesses" below.)

3.2 Ten-month employees:

Workday: 7 ¼ hours paid, including a ¼ hour coffee break
Lunch: ¾-hour, not included in paid workday

Work year: 200 days per year as follows:

September 1 through June 30, including holidays and excluding additional days when schools are in recess. Work days during school recesses in this time period are beyond the 200-day work year and are compensated at the employee's per diem rate. (See "Office Coverage During Recesses" below.)

3.3 Office Coverage During Recesses

During school recesses from September 1 through June 30, 10-month and 12-month clerical bargaining unit staff will participate, in rotation with clerical colleagues, in providing office coverage. The rotation during recesses will work as follows:

In all buildings with four (4) or more clerical staff represented by the bargaining unit, two (2) will work each day.

Article XVII Continued

In all buildings with fewer than four (4), but more than one (1) clerical staff represented by the bargaining unit, one will work each day.

In all buildings with only one (1) clerical staff member represented by the bargaining unit, that individual will work half (1/2) of the total number of recess days in the instructional calendar.

In the District Office Building, the Accounting Office and the CSE/CPSE Office will form one rotation group.

No later than 30 calendar days in advance of each school recess, clerical employees will provide to the building administrator or supervisor, with copy to the Superintendent of Schools, a rotation schedule for that school recess.

When teachers are not required to be in attendance, days worked on the eve of a scheduled holiday during this 10-month period (Thanksgiving, Christmas, New Years Day), will consist of 3 ¼ hours paid, with no lunch break. The remaining days worked during the recesses will consist of 6 ½ hours paid, plus a ½ hour unpaid lunch break.

If a clerical employee works during a scheduled holiday, compensation will be paid pursuant to Article 18.11.6.

17.6.3 Work Week and Work Year for Clerical Employees, continued

It is understood by the parties that if an employee volunteers to work on the rotation and then they get ill, they will find a replacement and notify the District. The ill employee will not be paid, and there will be no sick time deduction for their illness.

It is further understood that anyone who worked on the rotation prior to the ratification of this agreement shall be paid retroactively.

17.7 Longevity

Eight (8) hour employees and full-time clerical employees (7 or more hours per day) shall receive longevity stipends in accordance with the following schedule:

Beginning of the 16 th continuous year of employment	\$100.00
Beginning the 21 st continuous year of employment	\$200.00
Beginning the 26 th continuous year of employment	\$300.00

All longevity stipends are non-cumulative.

Article XVII Continued

Continuous service for purposes of longevity shall be defined as full-time service as set out above. Service in an 8-hour position and any previous clerical position shall be included for purposes of longevity credit. Part-time service and service in all other positions shall be excluded.

17.8 Pay Dates:

Pay dates shall be biweekly in accordance with the school calendar issued for this purpose.

17.9 Stipend for S.A.D.D. Advisorship

Bargaining unit members who perform extracurricular non-teaching work, including S.A.D.D., shall be paid the stipends listed in the teachers' contract for this work. It is the intent of the parties that if the teachers' contract expires, the rates in effect at expiration shall continue until a new agreement is reached. In addition, any retroactive payments shall be provided to the S.S.E.U members in instances where they are provided to Solvay Teachers' Association members.

17.10 Bus Drivers

17.10.1 Across-the-Board Increases

All returning or continuing drivers and mechanics shall receive the across the board increase for each year of the contract.

17.10.2 New Drivers

New drivers who have a regular scheduled route will be paid at the contractual probationary rate.

17.10.3 Driving by Employees Other than School Bus Drivers

No maintenance, custodial or other regular employee of the school district may be regularly scheduled for bus driving except where agreed to in writing by the S.S.E.U. and the District.

17.10.4 Activity Rate

The hourly activity rate will be:

2004-2005	\$12.50
2005-2006	\$13.00
2006-2007	\$13.50

Article XVII Continued

17.10.5 Application of Activity Rate

The following activities will be paid at the Activity Rate:

- Extra trips as defined in Article XXI
- Physical standards testing
- Attending lectures
- Safety meetings
- Attending out-of-district events that would help in dealing with a specific student's needs
- Physical examinations
- Road tests that are done without children on the bus
- Student behavioral meetings
- I.E.P. meetings
- Fingerprinting
- Pre-service training after driver has passed the road test
- Assisting a driver with kindergarten students on the first day(s) of school
- Assisting a driver with runs on which there are disciplinary problems

Show-up time pursuant to Section 16.18.1 is not paid for activities on this list that are canceled.

17.11 Nurses

17.11.1 Across-the-Board Increases

All returning or continuing nurses shall receive the across the board increase each year.

17.11.2 Compensation for Work Outside the Normal Work Year and for Training

Nurses will be paid at their regular hourly rate for screenings and other work which must be scheduled outside their normal work year.

For in-service training, courses, and workshops for which they wish to be reimbursed or compensated, Nurses shall obtain prior approval from their immediate supervisor. The form to be used for approval of in-service training is attached as Appendix 6.

Training required to maintain a current certification or license is not eligible for reimbursement or compensation from the District.

Article XVII Continued

17.12 Teaching Assistants - Equity Adjustments and Across-the-Board Increases

17.12.1 2004-05

All returning/continuing Teaching Assistants shall receive the across the board increase each year.

17.12.2 2005-06

All Teaching Assistants shall receive an equity adjustment of 10 cents per hour in addition to their across the board increase.

17.12.3 2006-07

All Teaching Assistants shall receive an equity adjustment of 25 cents per hour in addition to their across the board increase.

17.12.4 Pay Schedule

Teaching Assistants shall be paid for their regular 10-month positions over 21 pays in equal increments. Payroll for Teaching Assistants shall be based upon the agreed upon hourly rate multiplied by the number of hours per day the employee works multiplied by the work year, one hundred ninety-five (195) days, resulting in the projected annual earnings. The per diem rate per day shall be 1/195th of the Teaching Assistant's annual earnings.

17.13 Custodial and Maintenance - Equity Adjustments and Across-the-Board Increases

17.13.1 Custodial Helpers

2004-05 through 2006-07

All returning or continuing Custodial Helpers shall receive the across the board increase each year.

17.13.2 Custodians

2004-05 through 2006-07

Except as otherwise specifically provided in this Agreement, or in the agreed upon costing sheets, all continuing Custodial and Maintenance Workers shall receive the across the board increase each year.

Article XVII Continued

Custodial Workers, 2004-05

The two Custodial Workers who were hired and earned the starting rate in 2003-2004 shall be paid \$9.57 per hour in 2004-2005. One custodial worker who was hired in the 2001-2002 and who earned less than \$9.50 per hour in 2003-2004 will be paid \$9.88 per hour in 2004-2005 (45 cents equity adjustment plus the general across the board increase).

Custodial Workers, 2005-06 and 2006-07

In 2005-2006 and 2006-2007 all three continuing Custodial Workers shall receive the across the board increases.

Custodian I, 2004-05

One Custodian I who earned less than \$11.50 per hour in 2003-2004 shall be paid the new starting rate of \$12.25 per hour in 2004-2005.

Custodians I, 2005-06 and 2006-07

In 2005-2006 and 2006-2007 all continuing Custodians I shall receive the across the board increases.

Custodians II, 2004-05

The two Custodian II's who earned less than \$16.00 per hour in 2003-2004 will be paid \$17.00 per hour in 2004-2005.

Custodians II, 2005-06 and 2006-07

In 2005-2006 and 2006-2007 all continuing Custodians II shall receive the across the board increases.

17.13.3 Maintenance Workers

Maintenance Workers, 2004-05

One Maintenance Worker who earned less than \$16.50 per hour in 2003-2004 will be paid \$17.00 per hour in 2004-2005. Maintenance Workers shall receive an equity adjustment of 10 cents per hour plus the general across the board increase.

Article XVII Continued

Maintenance Workers, 2005-06 and 2006-07

All Maintenance Workers shall receive an equity adjustment of 10 cents per hour plus the general across the board increase.

17.14 Clerical Employees - Equity Adjustments and Across-the-Board Increases

The Typist II in the CSE/CPSE Office shall receive an upgrade of \$1,500 plus the general across the board increase in 2004-2005. The Typist II shall receive the general across the board increase also in 2005-2006 and 2006-2007.

All other continuing or returning clerical employees shall receive the across the board increase each year.

17.15 Clerical Aides and Library Aides and General Aides

All returning aides shall receive the across the board increase each year.

17.16 Food Service Workers and Cooks - Across-the-Board Increases

All returning Food Service Workers and Cooks shall receive the across the board increase each year.

17.17 Physicals

17.17.1 Up to thirty dollars (\$30.00) towards cost of one (1) physical exam per year will be allowed if required by the District. The District agrees that the employee's physician may conduct the examination.

17.17.2 If the District requires a physical exam and the District appoints its own physician, there will be no charge to the employee.

17.18 Emergency Closing Of School, Delayed Opening of School, and Early Dismissal of School

17.18.1 Emergency Closings

When schools are closed for the day for students because of inclement weather or another emergency, employees in the building or buildings which are closed and whose work depends on the presence of students shall not report to work. These employees will not be paid for the day. Such employees may, if they choose, use a personal day for such a closing, and if they do so, they will be paid. Sick leave may not be used for this purpose. Employees who would have been absent on approved sick, personal, vacation, or other leave will be charged with the leave time and paid.

Article XVII Continued

Custodians, custodial workers, stock clerk 1, maintenance employees, the Auto Mechanic, and the Laborer II will report to work as close to their normal starting time as they can.

The Superintendent of Schools will decide whether custodial helpers should report to work. If they are directed not to report to work, such employees may, if they choose, use a personal day for such a closing, and if they do so, they will be paid. Sick leave may not be used for this purpose.

Employees who are required to work for all or part of any emergency closing day will be paid their regular hourly rate for all hours worked.

Bus drivers on a scheduled morning run will receive two (2) hours pay as "show time" when the schools are closed for a snow day. EXCEPTION - if the announcement that school will be closed is made on the previous evening then no "show time" will be paid.

17.18.2 Delayed Opening

When the opening of school is delayed because of inclement weather or another emergency, bargaining unit members will report to work as close to their normal starting time as possible. No employee will be penalized for tardiness on these days provided he/she makes a good faith attempt to report to work as soon as possible. If the opening of school is delayed for a reason other than weather, employees will be advised when to report via radio and television. Employees will receive their regular pay for such days.

17.18.3 Early Dismissal

In the event of an emergency situation for which the District determines that it would be in the best interest to provide for an early dismissal of students, teaching assistants, teacher aides, school nurse(s), and cafeteria workers covered by this Agreement and working in the affected building will also be released as soon as practicable after the students have been dismissed. Employees so released will not suffer loss of pay resulting from this early dismissal. The supervising administrator in the applicable building will determine when employees will be dismissed.

**ARTICLE XVIII
FRINGE BENEFITS AND LEAVES**

All fringes presently in effect remain in effect.

18.1 Retirement (All Employees)

In accordance with State law, The District shall contribute retirement benefit payments to the New York State Employees' Retirement System on behalf of all Civil Service employees, and to the New York State Teachers Retirement System on behalf of all instructional employees (Teaching Assistants).

Effective July 1, 1990, Civil Service employees shall be covered by Section 75-G (including 75-E) the Career Plan.

18.2 Uniforms and Safety Shoes

18.2.1 Employees in the following categories will be required to wear uniforms:

Custodians, Custodial Workers, Laborer, and Maintenance Workers: The District contracts with a linen service to provide clean uniforms. Each employee will pay up to \$2.00 per week (\$104 per year) towards the cost of these uniforms.

Custodial Helpers will not be required to wear uniforms.

Food Service Helpers and Cooks will be provided with smocks. Each employee will pay up to \$1.00 per week (\$40 per year) towards the cost.

Each regular School Bus Driver will receive up to \$30.00 per employee per year towards the purchase of one approved jacket. Jackets will be purchased rather than rented. Jackets which will cost more than \$30.00 will be selected only with the agreement of the Drivers' Labor-Management Committee.

18.2.2 Safety Shoes

The District shall purchase safety shoes at a cost not to exceed \$75.00 per employee per year in the following positions: Maintenance, Grounds, Custodian I, Custodian II, Custodial Worker, Laborer II, and Stock Clerk 1. All shoes shall be approved by the Superintendent of Buildings and Grounds. Employees must wear the safety shoes on the job.

Article XVIII Continued

18.3 Sick Leave

The following applies to all employees:

Usage:

- 18.3.1 Employees will receive one day per month of their work year, 12 days for 12-month employees, 10 days for 10-month employees.

Day” shall mean the employee’s normal workday as authorized by the Board of Education for payroll purposes. Standard workdays will also be used to record days donated into and used from the sick leave bank.

Sick leave may be used in half-day or whole day increments or increments of a single run for bus drivers and attendants.

Extra work or overtime is not included in standard sick days for use or accumulation.

- 18.3.2 Continuing employees shall be credited with their annual number of sick days as of July 1, or their first workday of the year, whichever applies. New employees will be advanced one day of sick leave for each month of anticipated employment until the next July 1. If the new employee has used more sick days than he/she has earned, and leaves during this period of employment, the District shall deduct days used but not earned from the employee’s last paycheck.

- 18.3.3 The District shall also deduct days, if any, used in excess of the employee’s accumulated leave from the last paycheck of a continuing employee who resigns.

18.3.4 Sick Leave Usage During the Summer

Ten month employees who accept a summer assignment for a specified period of time and for specific dates during that period of time, will make use of accumulated personal illness or family illness leave in the event of an absence for which such leave is applicable during the regular school year. If needed, bereavement leave shall also be available under the same parameters.

Remuneration for used leave days will be at the hourly rate of the summer assignment regardless of the employee’s regular rate. Those employees who have accumulated leave days available will not take days off without pay for the purposes covered by such leaves.

Ten-month employees who accept summer work on an “as needed” or “as available” basis will not make use of accumulated leave days.

Article XVIII Continued

New leave days are not earned during summer assignments.

- 18.3.6 The District may require medical verification provided the illness exceeds three (3) consecutive days of absence or the District provides advanced notice to the employee that any future use of sick leave must be accompanied by medical verification of the need for its use.

Accumulation

- 18.3.7 Sick days for all employees will accumulate to a total of 185 days. When an employee reaches the maximum accumulation, he/she will be credited with the 10 or 12 sick leave days for the current year, and may use current sick leave days before drawing on his/her accumulated sick leave. Annual sick leave days above the maximum do not accumulate; the employee's accumulation will be rounded down to 185 days at the end of his/her work year.

18.4 Sick Leave Bank

- 18.4.1 There shall be a Sick Leave Bank available to bargaining unit members who join the bank by donating sick leave days. The District shall keep the records of the Sick Leave Bank. Any bargaining unit member who is a member of the Sick Leave Bank shall retain this privilege according to the policies and procedures set forth by the S.S.E.U and the District.

18.4.2 Guidelines

1. To enroll in the Sick Leave Bank, each member will contribute one (1) day. The District shall, upon receipt of a properly completed and signed authorization form, deduct the sick leave day from the authorizing employee's earned sick leave allotment, and place it in the Sick Leave Bank.
2. New employees who wish to join the bank shall do so within thirty (30) workdays from their date of hire. They will donate one (1) day upon joining the bank.
3. The open enrollment period for continuing employees who are not members to join the Sick Leave Bank will be the month of September.
4. Bargaining unit members who elect not to contribute to the Sick Leave Bank may not apply for use of leave from the Bank, and will not be eligible to contribute again until the next open enrollment period.

Article XVIII Continued

5. When the number of days in the Bank reaches forty (40) or fewer, the District Office will notify the President of the Union or his/her designee. The Bank will be replenished by having each member donate one (1) additional day. However, there will be no more than one replenishment per fiscal year. If an individual member who has sick day available declines to donate an additional day at the time of replenishment, he/she will be dropped from the Bank and will not be able to rejoin until the next open enrollment period.
6. Requests will be sent to the District Office, which will forward the requests to the S.S.E.U.
 - a. A committee will be formed to consider requests, with representation chosen by the S.S.E.U plus one (1) representative designated by the Superintendent of Schools. The District representative will normally be the applicant's supervisor.
 - b. Requests will be reviewed provided that the sick leave bank member has exhausted his/her accumulated sick days, has a prolonged illness, and has a physician's recommendation in writing. The Committee shall have the authority, in its discretion, to grant some days but not necessarily the whole number the member requested.

18.5 Family Illness

Five (5) workdays of paid leave per year per employee, non-cumulative, to run concurrently when applicable with the Family and Medical Leave Act leave, shall be granted at the Superintendent's discretion for serious illness in the immediate family (parent, husband, wife, child, brother, sister, person occupying the position of parent; or parent in-law, child in-law, or brother-in-law or sister-in law). The Superintendent retains the right to require medical verification of need for this leave.

18.6 Personal Leave

- 18.6.1 All regular employees may take two (2) personal days a year for personal business which cannot be accomplished during normal working hours. "Day" shall mean the employee's normal workday. Personal leave days are to be taken at the Superintendent's discretion. Personal business days are with pay. Unused personal leave days shall accumulate as sick leave. The employee shall submit his/her request for the leave, with an affirmation that the request is for a permissible reason under this section, to the building principal or immediate supervisor at least five (5) workdays prior to the date of the leave. In an emergency, the five-day requirement may be waived by the Superintendent.

Article XVIII Continued

18.6.2 Personal business days shall not be taken before and/or after a holiday or vacation period unless it is with the approval of the Superintendent.

18.6.3 Any deviation from this policy will be at the Superintendent's sole discretion.

18.7 Bereavement Leave

18.7.1 Three (3) workdays per occurrence per employee of paid leave, non-cumulative, because of death in the immediate family (parent, husband, wife, child, brother, sister, person occupying the position of parent or parent in-law, child in-law, or brother-in-law or sister-in-law) shall be granted.

18.7.2 There shall be one day per occurrence per employee of bereavement leave for grandfather, grandmother, grandchild, aunt, uncle, niece, or nephew.

18.7.3 "Day" shall mean the employee's normal workday.

18.8 Jury Duty

When an employee provides a copy of a summons to jury duty or attendance in court for other than personal matters, the District will grant a leave of absence for time actually required for such service or appearance. Provided the employee presents documentation from the court of his/her attendance, the employee will be paid his/her regular hourly rate during all the work hours when he/she is serving on a jury. However, when not actually serving, employees will be expected to carry on their usual duties during any day or portion thereof which is as long or longer than one-half of their usual workday.

18.9 Unpaid Leave

Unpaid leaves shall be available to all members of the bargaining unit. Said leaves are at the complete discretion of the Superintendents, and are granted only in emergency situations. Unit members are cautioned not to make vacation plans that include unpaid leaves.

18.10 Family and Medical Leave Act

18.10.1 In accordance with the applicable provisions of the federal Family and Medical Leave Act of 1993 ("FMLA"), eligible unit members shall be entitled to up to twelve (12) weeks (60 work days) of unpaid leave for FMLA approved absences per fiscal year (July 1 - June 30).

18.10.2 To be eligible for FMLA leave, an employee must have worked for Solvay Union Free School District for at least 12 months and at least 1,250 hours during the 12 months immediately preceding commencement of leave.

Article XVIII Continued

- 18.10.3 Eligible employees wishing to take FMLA leave must make application for such leave, in advance (30 days where possible, or as soon thereafter as the employee becomes aware of the need for such leave), on a form available from the Solvay Union Free School District Office.
- 18.10.4 An employee granted FMLA leave will continue to be covered under Solvay Union Free School District's group health and dental insurance plans, under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. The employee will be responsible for paying their portion of the applicable premium rate(s).
- 18.10.5 Absences of four (4) or more consecutive days for personal illness (paid or unpaid) and any previous FMLA leave occurring from July 1 to the effective date of the current FMLA leave request, will be subtracted from the employee's total annual FMLA leave entitlement for that fiscal year. If the requested leave is for the employee's own serious health condition, paid sick leave shall run concurrently with the FMLA leave. Employees who have paid vacation leave or other applicable paid leave credits (i.e. personal and family illness leaves) may, at the employee's option, apply such paid leave time against their FMLA leave and such paid leave shall run concurrently with and be a part of the FMLA absence.
- 18.10.6 Except as otherwise provided for herein, FMLA leave shall be subject to and governed by the applicable statute.

18.11 Paid Holidays

The following applies to all employees:

- 18.11.1 "Day" shall mean the employee's normal workday.
- 18.11.2 12-month employees shall have 12 holidays per year, as follows:

Fourth of July	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Floating Holiday*

- 18.11.3 10-month employees shall have 10 holidays per year, as follows:

Article XVIII Continued

Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Memorial Day
Christmas Day	Floating Holiday*

* Any 10-month employee whose work year begins on September 1st shall be paid for Labor Day.

*The specific date for the floating holiday will be determined each year prior to publication of the calendar of holidays, by agreement between the Superintendent of Schools and the President of the S.S.E.U.

- 18.11.4 A new employee must have worked thirty (30) workdays before (s)he is eligible for holiday payment.
- 18.11.5 To receive holiday pay, all employees must work the workday before and the workday after each paid holiday unless on an approved paid leave.
- 18.11.6 Employees who are directed to work on a holiday will be paid double time for time worked on that holiday.

18.12 Past Reduction in Force

Bargaining unit members whose hours of employment are/were involuntarily reduced by the District and who enjoyed paid sick leave and holiday benefits in 1981-82 will continue to receive such benefits. Payment to be based on current hours worked.

18.13 Paid Vacations

An employee who works 7 hours per day and who later is assigned to work 8 hours per day, with no break in service at the Solvay Schools, will have his/her 7-hour service credited for vacation time. An employee who works 8 hours per day and who later is assigned to work 7 hours per day, with no break in service at the Solvay Schools, will have his/her 8-hour service credited for vacation time. Service at a workday less than 7 hours shall not count for this purpose unless explicitly otherwise agreed by both parties in writing.

The vacation benefit shall apply to all 12-month employees, as follows:

- 18.13.1 12 month employees who work at least 7 hours per day, including those 12 month employees who work under two or more titles concurrently for a total of at least 7 hours per day (excluding office personnel whose benefits are listed below):

Article XVIII Continued

Two (2) weeks vacation beginning the first (1st) year of 7 hour service [See 18.13.5]

Three (3) weeks vacation beginning with the tenth (10th) year of 7 hour service

Four (4) weeks vacation beginning with the fifteenth (15th) year of 7 hour service.

Note: The 12 month employees referenced above who work under multiple titles and who are bus drivers, may not take vacation days when school is in session for students.

18.13.2 12 month office personnel

Twelve-month office personnel will earn two (2) weeks of paid vacation per year.

18.13.3 12-month employees who work fewer than seven (7) hours per day.

One (1) week of vacation (See 18.13.5).

18.13.4 "Day" shall mean the employee's normal workday.

18.13.5 Vacation Credit During the First Year of Service and the First Year of a New Step on the Vacation Schedule

Any new employee who is hired during the school or fiscal year shall be credited with prorated vacation time from his/her date of hire through June 30 following his/her hire. Any employee who reaches a new step on the vacation schedule will receive the additional days prorated to the nearest ½ day *starting on* his/her anniversary date through *the following* June 30th. In subsequent years, such employees shall receive the full number of annual vacation days on July 1st (See appendix 5).

ARTICLE XIX INSURANCE

- 19.1 An individual is eligible to be covered by the Dental and/or Health Insurance if the employee regularly works twenty (20) or more hours per week.
- 19.2 When both spouses are employed by the Solvay School District, and one spouse carries the family health or dental insurance plan, the other spouse will not carry an individual health or dental insurance plan, but each spouse may carry an individual plan.
- 19.3 Prescription Drug Card: \$3.00 co-pay for brand name and \$0 for generic. Co-pays for mail orders are the same as for the regular drug card.
- 19.4 Dental Insurance
- 19.4.1 Up to one hundred dollars (\$100.00) per participating employee in 2000-2004. The parties agree that the fourteen clerical employees who were employed at the time this collective agreement took effect shall continue to receive the dental plan and benefits they had prior to joining the S.S.E.U. bargaining unit as long as they continue to work for the Solvay Schools with no break in service. All new employees and employees who are rehired after a break in service shall receive the same dental benefits as the remainder of the bargaining unit.
- 19.4.2 The S.S.E.U. and the District will study the dental carrier and plan, and may agree to change either or both during the term of this agreement.
- 19.5 Blue Cross, Blue Shield and Major Medical will be supported by the Board as follows: Ninety-five (95%) percent of the premium for individual coverage and seventy five (75%) percent of the premium cost for dependent cost program coverage.
- 19.6 The Union President shall be notified of any rate increases in insurance the payroll period prior to any deductions at the new rates being made in member's paychecks.
- 19.7 Employees who, prior to 1 July 1987, were enrolled in the health or dental plan shall continue to be eligible for such coverage notwithstanding the above eligibility requirement in 14.13.a and would also cover individuals who are involuntarily reduced to less than twenty (20) hours per week if they were hired prior to 1 July 1987. However, it would not cover an individual who voluntarily seeks and accepts a position requiring less than twenty (20) hours per week of scheduled work. In that instance, the employee will not be eligible for dental or health coverage.
- 19.8 Flexible Spending Plan
- Employees may participate in the plan under the same terms and conditions as the Solvay Teachers' Association.

Article XIX Continued

19.9 Insurance upon Retirement

19.9.1 Qualifications

Enrolled employee must have at least five (5) years of service, not necessarily continuous, with the agency from which he or she is retiring;

And

Enrolled employee is eligible to receive a retirement allowance from retirement system administered by the State of New York or one of its civil divisions; or, if not eligible to receive such retirement, is at least 55 years of age.

19.9.2 Cost-Sharing

The District will pay 50% of the individual health insurance premium and 35% of the family health insurance premium for retirees.

Upon death of an enrolled retiree with family health insurance, the surviving spouse, who never qualified as a retiree of the district, is eligible for individual survivor coverage. There is no contribution by the district for this coverage.

19.9.3 Employees who do not qualify for retiree health insurance may continue in the plan under the C.O.B.R.A. law.

19.9.4 There is no retiree dental insurance. Dental coverage is provided upon retirement only under C.O.B.R.A. Law.

19.10 Insurance Information

19.10.1 Plan Booklet

Copies of the insurance plan booklet are available in the District Office.

19.10.2 Employees will submit their questions about benefits in writing. The School Business Administrator will respond to individual questions in writing. If an answer is delayed, the Union President will find out why there has been a delay.

ARTICLE XX RETIREMENT INCENTIVE

- 20.1 The incentive shall be available in 2004-2005 and 2005-2006 only.
- 20.2 To qualify for this incentive a currently active employee must have maintained continuous employment in the Solvay Schools for 15 years and by June 30, 2005 or 2006 respectively, must be eligible to retire under the retirement system applicable to that employee's current title, whether the employee is, is not, or ever was a member of said retirement system. Written notice of the member's intent to retire with an effective date no later than June 2005 or 2006 respectively, must be submitted to the Superintendent's office by May 1st of 2005 or 2006 respectively.
- 20.3 For bargaining unit members who meet the above qualifications: Accumulated sick leave days will be paid at \$25.00 per accumulated day for employees who worked 20 or more hours per week for at least one year immediately before retiring. Employees who worked less than 20 hours per week during their final year before retiring will be paid \$15.00 per accumulated day. The maximum number of days that may be paid out is 185 days.

ARTICLE XXI TRANSPORTATION

- 21.1 Annual Bidding
- 21.1.1 Before the annual bidding date, the Transportation Supervisor shall have a list for posting of all bus routes, to the extent they are final, for selection by drivers. The list will set forth the bidding date, the time of departure and lengths of the run, to the extent they are known.
- 21.1.2 Employees unable to be present on the bidding date must, prior to such date, indicate their preferences for a route to the District in writing. If no preference is received by the Transportation Supervisor by the bidding date, the Transportation Supervisor may assign the driver to a route.
- 21.2 Extra Work Trips
- 21.2.1 Rotation lists - Three (3) separate lists shall be kept:
- a. Evenings, which shall be defined as a trip which departs at any time after the driver's run has been completed.
 - b. Saturdays, Sundays, and school holidays or vacation periods. Extra trips on such days may be scheduled to depart during a day or during an evening.

Article XXI Continued

- c. Day trips, which shall be defined as a trip which must be driven in whole or in part during a school day.

21.2.2 Placement on lists

- a. Regular drivers who wish to be on the lists for driving these trips will sign up. This list will be posted on the bulletin board in the transportation area.
- b. Initial placement on each of the three lists will be made at the beginning of each school year, and will be by seniority as a Solvay bus driver.
- c. Drivers may add their names or ask to be reinstated to any of the three Extra Trip lists at any time, or remove their names, except that when a driver has accepted a trip, he/she must drive that trip before removing his/her name.
- d. The names of drivers who add them or reinstate them to any list will be placed on the list as of the date of entry or re-entry. No retroactivity will be granted.

21.2.3 Posting and Assigning Trips

- a. All extra trips shall be posted. When an extra trip is posted, the bus drivers on the trip list have twenty-four (24) hours after the trip is posted to accept or reject the assignment. Once a driver accepts a trip, he/she may not withdraw from the trip except in an emergency and with the express approval of the Transportation Supervisor.
- b. No scheduled trip will be canceled for lack of driver(s). If no driver accepts a trip after the entire appropriate trip list has been canvassed in rotation, the Transportation Supervisor retains the right to assign the trip.
- c. An extra trip may not be accepted if it would interfere with a driver's regular run. Exceptions to this rule are to be made only with the express approval of the Transportation Supervisor.
- d. If a regular driver does drive an extra trip which conflicts with his/her regular run, regular drivers who are free will be asked to cover such runs, as long as their regular runs are not interrupted in turn.

21.2.4 Labor Management Committee

The District agrees to have a Labor-Management Committee which shall meet once per month or as needed. The Transportation Supervisor and the Steward

Article XXI Continued

for the Transportation Department shall agree on an agenda before the date of each meeting.

Operating procedures must be developed before the Committee meets for the first time.

**ARTICLE XXII
SCHOOL RECORDS**

The Business Office shall furnish the Union President a copy of any change in classification forms filed with the Civil Service Commission after the date this agreement is signed. The local Union President and the NYSUT representative may, upon written request, review official school district records such as the SBM-1 and the ST-3 at the business office. Should copies of said records be requested they shall be furnished at the prevailing district charge for same.

**ARTICLE XXIII
SAVINGS CLAUSE**

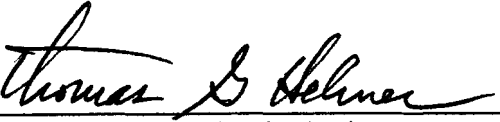
If any provision of this agreement shall be contrary to New York State law(s) then such provision shall not be deemed valid except to the extent permitted by law but all other provisions shall continue in full force and effect.

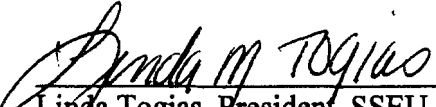
**ARTICLE XXIV
TERM OF AGREEMENT**


This contract shall remain in effect for the period July 1, 2004 through June 30, 2007.

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


For the Solvay School District


Linda Togias, President, SSEU


Richard Cornish, Vice President, SSEU

Dated: August 19, 2005

Dated: August 19, 2005

APPENDIX 1
STARTING RATES
2004-07

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Cook	\$ 9.89	\$10.24	\$10.60
Food Service Helper	\$ 8.74	\$ 9.04	\$ 9.36
General Aide and Bus Attendant	\$ 8.74	\$ 9.04	\$ 9.36
Clerical & Library Aide	\$10.18	\$10.54	\$10.91
Teaching Assistant	\$11.10	\$11.48	\$11.89
Teaching Assistant SYSOP	\$11.10	\$11.48	\$11.89
Nurse	\$15.53	\$16.07	\$16.63
Auto Mechanic	\$17.46	\$18.07	\$18.70
Mechanic Helper	\$14.84	\$15.36	\$15.90
Laborer II	\$11.64	\$12.05	\$12.47
Bus Driver Probationary	\$15.53	\$16.07	\$16.63
Bus Driver Permanent	\$18.30	\$18.94	\$19.60
Transportation Dispatcher	\$15.53	\$16.07	\$16.63
Maintenance Worker I	\$14.50	\$15.01	\$15.53
Custodian II (Head Custodian)	\$17.00	\$17.60	\$18.21
Custodian I	\$12.25	\$12.68	\$13.12
Custodial Worker (7, 8 hrs)	\$ 9.25	\$ 9.57	\$ 9.91
Custodial Helper (4 hrs)	\$ 8.50	\$ 8.80	\$ 9.11
Driver-Messenger	\$10.28	\$10.49	\$10.70
Clerk I	\$17,450	\$17,900	\$18,350
Typist I 10 months	\$17,950	\$18,400	\$18,850
Typist I 12 months	\$21,450	\$21,900	\$22,350
Typist II 12 months	\$22,500	\$23,000	\$23,500
Account Clerk II	\$23,500	\$24,000	\$24,500
Stock Clerk I		\$22,500	\$22,950

APPENDIX 2

SOLVAY UNION FREE SCHOOL DISTRICT

Support Staff Performance Review

Employee's Name: _____ Date: _____

Job Title: _____ Immediate Supervisor: _____

Preceding each of the characteristics that follow is a blank to be filled in by the evaluator according to the following rating scale:

1 – Unsatisfactory 2 – Needs Improvement 3 – Satisfactory
N/O – Not Observed N/A – Not Applicable

Comments are *required* whenever an unsatisfactory rating is given.

PRODUCTIVITY

_____ effective under normal conditions	_____ able to prioritize activities
_____ flexible in carrying out assignments	_____ efficient
_____ maintains a neat work area	_____ minimizes personal "down time"

Comments:

SKILLS LEVEL

_____ thorough	_____ accurate
_____ handles equipment properly	_____ knowledgeable
_____ maintains awareness of general condition of buildings and grounds	_____ effective in using resources and tools within the District to accomplish tasks

Comments:

DEPENDABILITY

_____ conscientious	_____ uses good judgment
_____ reliable on the job	_____ reliable in attendance
_____ complies with policies, operating procedures, and district or building requirements	

Comments:

APPEARANCE

_____ displays acceptable personal habits/hygiene _____ neat in appearance
_____ appropriate attire for assigned tasks

Comments:

CREATIVITY

_____ solves problems effectively _____ works well independently
_____ generates new ideas or better ways of doing things

Comments:

SAFETY

_____ follows safety guidelines _____ works safely around others

Comments:

COMMUNICATION

_____ uses clear written language _____ uses clear spoken language
_____ shows respect and acceptance of others _____ discusses negative/positive events with supervisor
_____ uses established channels _____ is appropriately tactful

Comments:

COOPERATIVENESS

_____ accepts direction and shows willingness to work with supervisor(s)
_____ shows willingness to work with the entire school community

Comments:

SUPERVISOR'S SUMMATIVE COMMENTS (Please make suggestions for improvement in all areas rated less than satisfactory.)

EMPLOYEE'S COMMENTS (optional)

Supervisor's signature: _____

Date: _____

Administrator's signature: _____

Date: _____

Employee's signature: _____

Date: _____

The employee signature indicates only that he or she has had an opportunity to see this evaluation and to respond in writing to the ratings and comments of the supervisor(s). It does not necessarily represent agreement with this evaluation in whole or in part.

xc: Personnel file

APPENDIX 3

SOLVAY UNION FREE SCHOOL DISTRICT

Solvay, New York

Evaluation Form for Teaching Assistants

Name: _____ School: _____ Date: _____

Assignment: _____ Certification: _____

Probationary ☐ or Tenured ☐ Years in District: _____

- | | |
|--|---|
| 1. Knowledge of Subject Matter Competence _____ | methods to measure student progress and achievement. |
| 2. Planning and Preparation _____
Reviews and understands the students' physical, social and academic goals, and contributes to the attainment of those goals. | 10. Pupil Involvement in the Learning Process _____
Involves students and assists student interaction in the classroom and involvement and responsibility for learning. |
| 3. Knowledge of Pupils _____
Understands pupil needs, has mutual respect for students, is fair and patient with them. | 11. Reliability _____
Punctuality, regular attendance, accurate and complete recordkeeping. |
| 4. Student Management: _____
Maintains effective group or individual control and discipline, promotes respect and promotes respect for others. | 12. Professional Growth _____
Controls emotions, seeks assistance from teachers, the principal or other support personnel when problems arise. |
| 5. Special needs and Abilities _____
Recognizes unique needs of students, individualizes, works with small groups, as well as individuals when appropriate. | 13. Professional Growth _____
Willingly accepts committee work and assignments, continues study and readying, establishes meaningful professional. |
| 6. Demonstrates Enthusiasm for Teaching _____
Promotes an environment conducive to learning. | 14. Constructive Criticism _____
Open and receptive to suggestions, new ideas and constructive criticism. |
| 7. Staff Relationship _____
Cooperates, relates, communicates other staff members and participates in inter-disciplinary efforts when appropriate. | 15. Personal Grooming and Appearance _____
Dresses in appropriate, professional attire, is neat, clean and well groomed. |
| 8. Parent Relations _____
Cooperates and communicates with parents, informs parents of student deficiencies and enlists parents' help as possible. | |
| 9. Student Achievement and Evaluation _____
Uses appropriate evaluative techniques and | |

OVERALL RATING:

3 – Very Good

2 – Satisfactory

1 – Unsatisfactory

APPENDING 3
Evaluation Form for Teaching Assistants continued

Formal Classroom Visits

Class Observed:	Date:	Time:
------------------------	--------------	--------------

Evaluator's Comments: (including recommendations relative to continued employment)

Teaching Assistant's Comments:

Teaching Assistant's Signature _____ **Date:** _____

Evaluator's Signature: _____ **Date:** _____

APPENDIX 4
AGREEMENT: VEHICLE MAINTENANCE

This Agreement is entered into this 4th day of October, 2000 by and between the Solvay Union Free School District (the "District") and the Solvay Support Employees Union ("S.S.E.U") for the purpose of permitting the District to contract out a limited portion of the duties undertaken by S.S.E.U members.

RECITALS:

1. The District has a fleet of motor vehicles and motorized equipment including school buses, automobiles, trucks, and tractors.
2. Currently, the District owned equipment is generally serviced, maintained and repaired by a member of the S.S.E.U, as has been done in the past.
3. The District has investigated the possibility of another school district or a private enterprise undertaking the necessary service, maintenance and repair work for District automotive vehicles.
4. The District fully recognizes its obligation pursuant to the provisions of the Taylor Law to negotiate the decision to subcontract out such work as well as its obligation to negotiate the impact of any decision to subcontract on the employees impacted by such decision to subcontract. It further understands that it cannot undertake any such act until such times as the parties reach an agreement with respect to the subcontracting of such work.
5. Through this Agreement it is recognized that the District has fulfilled its bargaining obligations and the parties agree that the actions set forth hereafter may be undertaken by the District without the S.S.E.U filing any Improper Labor Practice charge with the New York Public Employment Relations Board (PERB), a grievance under the terms of the parties' collective bargaining agreement, or initiating litigation in any other forum to prohibit such actions.

APPENDIX 4, VEHICLE MAINTENANCE AGREEMENT, continued

AGREEMENTS:

1. The District shall subcontract with the Liverpool Central School District ("Liverpool") to service, maintain, repair and supply fuel for all of its automotive equipment commencing as of July 1, 2000, or as soon thereafter as practicable.
2. The District recognizes and understands that this bargained for right to subcontract the maintenance and repair of its automotive fleet is limited exclusively to the repair and maintenance of its automotive fleet, and does not extend the right to subcontract any other duties and responsibilities undertaken by S.S.E.U members. No further activities can be subcontracted without similar bargaining and agreement with the S.S.E.U and the District agrees that this instance shall not, in any forum, e.g. arbitration, litigation or negotiations, be used as a claimed precedent to permit such subcontracting of other services.
3. The incumbent mechanic at Solvay will be given continued employment by Solvay as a maintenance worker starting at his present salary plus any negotiated raises with full seniority as well as the right of first refusal should the District ever reinstate the mechanic position.
4. The fueling of buses at the Liverpool facility will not be required of drivers after 6:00 p.m. If a driver is required to fuel his or her bus, the extra time required to do so will be noted and added to the appropriate timesheet for payment.
5. This agreement represents the full and complete commitment of the parties with respect to this issue and the terms of this Agreement may not be modified except with the express written agreement of both parties specifying, in detail, the provision to be modified.
6. This Agreement shall become effective upon its ratification by the S.S.E.U Membership and the District's Board of Education.

Superintendent of Schools

President, Solvay Support Employees Union

Date

Date

APPENDIX 5
PRORATED VACATION CHART FOR SSEU 12-MONTH EMPLOYEES

7 OR 8 HOUR/DAY NEWLY HIRED REGULAR EMPLOYEES

Newly hired 7/8 hour per day employees are entitled to an allocation of 10 vacation days on the July 1 following their date of appointment. Since vacation time is not "earned time", new employees are also entitled to pro-rated vacation time for the fiscal year in which they are hired. The actual amount of vacation time to which they are entitled that first year is calculated by taking 10 vacation days divided by 12 months and multiplying by the number of full months worked between their starting date and June 30 of that first year, then rounding to the nearest half-day. For example, someone beginning February 14 will be entitled to the following vacation time in his or her first year of employment.

STEP 1 – February 14 through June 30 is counted as four (4) full months of work.

STEP 2 - $\frac{\text{\# annual vacation days} \times \text{\# full months worked}}{12 \text{ months}}$ $\frac{10 \times 4}{12}$ $\frac{40}{12}$ - 3.33 days

STEP 3 – Round the result to the nearest half-day. That is, round 3.33 to 3.5 vacation days for the first year of employment through June 30.

4-HOUR/DAY NEWLY HIRED REGULAR EMPLOYEES

Newly hired 4-hour per day employees would be entitled to 5 vacation days on the July 1 following their date of appointment. Since vacation time is not "earned time", new employees are also entitled to pro-rated vacation time for the fiscal year in which they are hired. The actual amount of vacation time to which they are entitled that first year is calculated by taking 5 vacation days divided by 12 months and multiplying by the number of full months worked between their starting date and June 30 of that first year, then rounding to the nearest half-day. For example, someone beginning February 14 will be entitled to the following vacation time in his or her first year of employment.

STEP 1 – February 14 through June 30 is counted as four (4) full months of work.

STEP 2 - $\frac{\text{\# annual vacation days} \times \text{\# full months worked}}{12 \text{ months}}$ $\frac{5 \times 4}{12}$ $\frac{20}{12}$ - 1.66 days

STEP 3 – Round the results to the nearest half-day. That is, round 1.66 to **1.5 vacation days** for the first Year of employment through June 30.

ESTABLISHED EMPLOYEES MOVING ON THE VACATION SCALE

The above calculations would also pertain to regular 7 or 8 hour employees who would be moving on a vacation scale from 10 to 15 days, or 15 days to 20 days, whereby they would substitute the newly allotted vacation days divided by 12 months x the number of full months worked between their anniversary date and the following June 30.

APPENDIX 6
APPROVAL FOR NURSES INSERVICE CREDIT

TO: SUPERINTENDENT OF SCHOOLS

FROM: _____ / _____
Nurses Name Signature

DATE: _____

I would like to register for the inservice training indicated below and am requesting approval for that course to be credited toward my accumulated inservice hours for advancement on our salary schedule when successfully completed. My certificate of participation, if available, will be provided to confirm completion.

College/University/Center: _____

Clock Hours: _____ (Please attach a copy of the course description)

Dates attending: _____

I am interested in taking this course because it relates to my current role as a nurse for the following reason(s): _____

*****FOR CENTRAL OFFICE USE*****

This course is **approved/denied** for inservice credit toward your salary advancement.

If credit is denied, the reason
is: _____

Superintendent's
Signature: _____ Date: _____

TO: Nurse Requesting Approval
FROM: Superintendent of Schools

*Please sign, date, and return a copy of this approval when you have **successfully completed** this training.*

Nurse's Signature: _____ Date: _____
cc: Personnel File

MEMORANDUM OF AGREEMENT

**Between the Superintendent of the Solvay Union Free School District
And the Solvay School Employees Union**

Food Service: Rates to be Paid When One Employee Substitutes for Another

For the following incumbents only, Section 13.8.1 from the 1997-2000 collective agreement, page 11, will be applied: "Regular cafeteria employees replacing another employee with a higher hourly rate will be paid at the higher hourly rate during period of replacement." The incumbents are:

Maryjane Casimiro, Cook
Veronica Vecchio, Cook
Christina Zingaro, Cook
Diane Amato, Cook

Norma Sgarlata, Food Service Worker
Lena Bishop, Food Service Worker
Marge Chrysler, Food Service Worker
Donna Brown, Food Service Worker

For all other Food Service employees, the current Section 16.3.2 shall apply to all substitutions: "A regular cafeteria employee replacing a Cook will be paid one dollar (\$1.00) more than his/her regular rate of pay during the period of replacement."

AGREED

For the District <i>Thomas G. Helmer</i>	For the Union <i>Michael Vecchio</i>
Date: <i>July 13, 2001</i>	Date: <i>July 16, 2001</i>